

SAMPLE MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding
between the
U.S. Fish and Wildlife Service
and the
(Name of Outside Organization)

1. This document sets forth an agreement between the U.S. Fish and Wildlife Service and the (organization name) concerning the service of (employee name) as an officer in the (organization name) as a part of his or her official Government duties.

2. The Service is the primary beneficiary of (employee name)'s service as an officer in (organization name). Benefits to the Service will include, but not be limited to, the following:

(suggested benefits:)

- a. acquisition of state-of-the-art technical information about (name subjects);
- b. knowledge about organizational arrangements and relationships of organizations with which the Service interacts, in order to enhance the working relationships between the Service and such other organizations;
- c. improved understanding of current issues in the (name the field of endeavor) that concern Service missions and operations;
- d. utilization of professional networks and channels to disseminate information relevant to the accomplishment of Service missions; and
- e. utilization of other mechanisms to facilitate accomplishment of Service missions, functions, and processes, such as meetings, conferences, symposia, and publications.

3. To avoid the possibility of an actual or apparent use of public office for private gain, when official time is used for service as an officer in the (name of organization), the following will apply:

- a. Federal employees may not represent anyone other than the United States before an agency or court in connection with a particular matter in which the United States is a party or has a direct and substantial interest (18 U.S.C. § 205).
- b. Federal employees must refrain from working on particular matters as a Government employee when the employee is serving as an officer in a private organization and the organization in which he/she is serving has a financial interest in those Government matters (18 U.S.C. § 208).
- c. If a Federal employee's participation in a project undertaken in conjunction with a private organization was done as a part of his official duties, the employee is prohibited from sharing in any compensation by the dual compensation provisions of law (18 U.S.C. § 209).

d. Federal employees are prohibited from using official time and Government equipment to instigate and generate lobbying activity on any issue pending before or of interest to the Congress (18 U.S.C. § 1913).

e. Federal employees are prohibited from controlling or assuming any measure of practical responsibility for the fund raising activities of private individuals or organizations (E.O. 12731).

4. The relationship between the (organization name) and the Service addressed in this document is intended to enhance service to the American public through more efficient application of Service programs. All actions will be directed toward attainment of that mutually beneficial goal.

5. This MOU will become effective upon signature of the approving officials of the respective agencies/organizations entering into this MOU. The terms of this MOU will remain in effect until (date of termination). This MOU may be terminated at any time by mutual agreement or by 30 days advance written notice by either party.

Employee's signature below certifies his/her understanding of the provisions of this MOU.

(Signature of Employee)

Date

(Signature of Supervisor)

Date

(Signature of Representative)

Date

(Signature of Assistant or Associate Ethics Counselor)

Date

(Signature of Deputy Ethics Counselor)

Date